



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

June 8, 2006

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

**AGREEMENT AMENDMENT NO. H-207566-4 WITH THE
WORKER EDUCATION AND RESOURCE CENTER, INC.**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to execute Amendment No. 4 to Agreement No. H-207566, substantially similar to Exhibit I, with the Worker Education and Resource Center, Inc. (WERC) in the amount of \$3,672,023 to continue to provide personnel, program support services, and central office and instructional space for the Health Care Workforce Development Program (HCWDP), effective July 1, 2006 through June 30, 2007.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The Department of Health Services (DHS or Department) is recommending approval of an Amendment with WERC to continue the joint collaboration with SEIU Local 660 in the implementation of the HCWDP, a labor management training and education program for DHS employees.

Implementation of Strategic Plan Goals

Approval of the recommended actions will further the County's Strategic Plan of Workforce Excellence.

FISCAL IMPACT/FINANCING:

For Amendment No. 4, the County's maximum obligation is \$3,672,023 for a revised total maximum obligation of \$16,869,809. Contract costs include

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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personnel, program support services, and central office and instructional space for HCWDP. Program expenditures have been reflected in the Fiscal Year (FY) 2006-07 Proposed Budget. The State and County continue to discuss full implementation of the Health Care Workforce Development Program (HCWDP) in the amount of \$40 million, as agreed to under the 1115 Waiver Extension. To date, the Department has only received \$15.2 million of the \$26.6 million State funding commitment. On April 19, 2006, your Board sent a letter to the Governor requesting the remaining State funding of \$11.4 million. The Legislature is currently considering a State general fund contribution to cover the \$5.7 million payment anticipated in FY 2006-07. If the State does not allocate funds for the HCWDP in FY 2006-07, DHS will return to your Board with further recommendations regarding the HCWDP and the WERC Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In 2001, in response to Departmental restructuring under the 1115 Waiver Extension, the County established the framework for a \$40 million State/County funded joint labor/management HCWDP for DHS employees through the duration of the 1115 Waiver Extension which expired on June 30, 2005. Under the framework, DHS retained authority for HCWDP administration and oversight while SEIU Local 660 provided administrative support and personnel.

In December 2001, SEIU Local 660 established WERC, a non-profit 501(c)3 entity, to provide the vehicle for joint collaboration in the implementation of the HCWDP.

On June 11, 2002, the Board approved Agreement No. H-207566 with WERC to provide personnel to support DHS in the planning, design, and implementation of training and educational programs for DHS employees. Under the Agreement, WERC also provided program support services such as consultants for research, travel, and support for the Labor Management Training Board (LMTB) and central office space for both County and WERC staff and instructional space located at 500 S. Virgil Avenue, Los Angeles.

Subsequently, the Board approved three amendments to the Agreement, providing additional funding and extending the term through June 30, 2006.

In approving Amendment No. 3, the Board approved an increase in the central office space from 8,000 to 8,170 square feet and an increase in the lease rate from \$1.30 per square foot per month to \$1.43 for a total of \$11,683.10 per month.

Amendment No. 4 will be effective July 1, 2006 through June 30, 2007. The County's maximum obligation is \$3,672,023 consisting of funding for personnel, program support

services including travel and consultants, training supplies, and telecommunications costs. With the exception of rental costs, which are paid up front, billing to the County is monthly in arrears.

In FY 2006-07, WERC will support the HCWDP's current career path programs and coaching and tutoring services to support employees in the successful completion of their training. During the extension period, HCWDP will continue educational programs with academic preparation and bridge courses in order to prepare participants for college-level courses.

Program support services such as consultants for research, travel, and support for the LMTB continue under this Amendment. All travel will continue to require the prior written approval of the Director. Central office and instructional space (8,170 square feet) will also continue to be provided.

In addition, the Amendment continues to require the reconciliation of payments made by the County for contract costs incurred through March 31 of each fiscal year. Overpayments to WERC, if any, would be offset against future County payments due to WERC.

The Amendment also continues to allow the Director to adjust up to 10% of any direct cost budget line item with the exception of the Tenant Improvement, Space Costs, and Travel and Mileage items as long as the maximum obligation is not exceeded. The Director can also increase or decrease the maximum obligation up to 15% subject to availability of funding with notification to the Chief Administrative Office.

County may terminate the Agreement upon 30 day prior written notice. This Amendment includes updated Board-mandated provisions.

County Counsel has approved the Amendment (Exhibit I) as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise Amendments on the Los Angeles County Online Web Site.

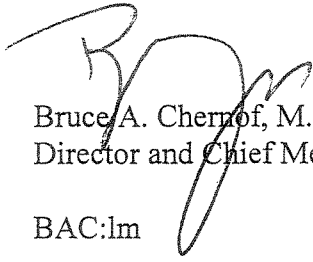
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Department continues to focus its training efforts in critical shortage areas.

The Honorable Board of Supervisors
June 8, 2006
Page 4

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'B. Chernof', is written over the printed name and title.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:lm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Director of Community and Senior Services
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Personnel, program support, and central instructional and office space services to collaborate with the County in the planning, design, and implementation of training under the Health Care Workforce Development Program.

2. CONTRACTOR/ADDRESS AND CONTACT PERSON:

Worker Education and Resource Center, Inc.
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020
Attention: Annelle Grajeda, Executive Director
Telephone: (213) 368-8632

3. TERM OF AMENDMENT:

July 1, 2006 through June 30, 2007.

4. FINANCIAL INFORMATION:

For Amendment No. 4 to Agreement No. H-207566, the maximum obligation is \$3,672,023 for a revised total maximum obligation of \$16,869,809. Program expenditures have been reflected in the Fiscal Year 2006-07 Proposed Budget.

5. GEOGRAPHIC AREAS (EMPLOYEES) SERVED:

Employees of the Department of Health Services.

6. ACCOUNTABLE FOR MONITORING:

John Cherep, Director of Human Resources

7. APPROVALS:

Health Care Workforce Development Program: Diane Factor, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Elizabeth Friedman, Senior Deputy

EXHIBIT I

Contract No. H-207566-4

WORKFORCE DEVELOPMENT PROGRAM
PROGRAM SUPPORT AND SPACE SERVICES AGREEMENT
AMENDMENT NO. 4

This AMENDMENT is made and entered into this _____
day of _____, 2006,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and WORKER EDUCATION AND RESOURCE
CENTER, INC. (hereafter
"Contractor").

Business Address: 500 South Virgil Avenue, Suite 200
Los Angeles, CA 90020

WHEREAS, reference is made to that certain document
entitled "WORKFORCE DEVELOPMENT PROGRAM - PROGRAM SUPPORT AND
SPACE SERVICES AGREEMENT", dated June 11, 2002, and further
identified as County Agreement No. H-207566 and Amendment Nos.
1, 2, and 3 thereto (all hereafter "Agreement" or "Contract");
and

WHEREAS, it is the intent of both parties to amend
Agreement to extend the term and make certain modifications to
the Agreement and its Exhibits; and

WHEREAS, Agreement requires that modifications to Agreement shall be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. The effective date of this Amendment No. 4 shall be July 1, 2006;

2. Paragraph 1, TERM, is revised to read as follows:

"1. TERM: The term of this Agreement is effective June 11, 2002 and shall remain in effect through June 30, 2007, unless sooner terminated or canceled."

3. Paragraph 1, TERM, Subparagraph C, is added to read as follows:

"1. TERM:

C. County may also reduce, suspend, and/or terminate this Agreement immediately upon the notification that State funds are not available for this Agreement or for any portion thereof. Notice of such reduction or termination shall be given to Contractor in writing."

4. Paragraph 5, BILLING AND PAYMENT, is revised to read as follows:

"5. BILLING AND PAYMENT: County agrees to compensate Contractor for services and space provided pursuant to Exhibits A-4 and B-4, attached hereto. Contractor shall be

compensated in accordance with Exhibit D-4, Billing and Payment, attached hereto and incorporated herein by reference.

Upon written approval from Director, Contractor may reallocate among all direct cost budget line items with the exception of Tenant Improvement, Space - Central Office, and Travel and Mileage line items, up to ten percent (10%) of the amount for the original budget line item during any one fiscal year as long as the Maximum Obligation of County is not exceeded."

5. Paragraph 6, COUNTY'S MAXIMUM OBLIGATION, Subparagraph D is added to read:

"D. County's maximum obligation for the period July 1, 2006 through June 30, 2007 shall be Three Million, Six Hundred Seventy-Two Thousand, and Twenty-Three Dollars (\$3,672,023)."

6. Exhibit A-3, SCOPE OF WORK, is replaced in its entirety by Exhibit A-4, attached hereto and incorporated herein by reference.

7. Exhibit B-3, CENTRAL OFFICE AND INSTRUCTIONAL SPACE, is replaced in its entirety by Exhibit B-4, attached hereto and incorporated herein by reference.

8. Exhibit C-3, Worker Education Resource Center (WERC) Budget, is replaced in its entirety by Exhibit C-4, attached hereto and incorporated herein by reference.

9. Exhibit D-3, BILLING AND PAYMENT, is replaced in its entirety by Exhibit D-4, attached hereto and incorporated herein by reference.

10. Additional Provisions, Paragraph 19, DELEGATION AND ASSIGNMENT, is replaced in its entirety to read as follows:

"19. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other

equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

11. Additional Provisions, Paragraph 31, CONTRACTOR'S WARRANTY AND ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, is replaced in its entirety to read as follows:

"31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services

Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

12. Additional Provisions, Paragraph 32, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, is replaced in its entirety to read as follows:

"32. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 31, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 26, Termination for Insolvency and Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202."

13. Additional Provisions, Paragraph 44, CONTRACTOR RESPONSIBILITY AND DEBARMENT, is replaced in its entirety to read as follows:

"44. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1)

violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for

which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request

to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. These terms shall also apply to Subcontractors of County Contractors."

14. Additional Provisions, Paragraph 48, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, is added to read as follows:

"48. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach

subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

15. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by it duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

WORKER EDUCATION AND RESOURCE
CENTER, INC.

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

By _____
Senior Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neil, Chief
Contracts and Grants Division

WERC Amendment FY 2006-07.doc
LM:06/07/06

SCOPE OF WORK

The Workforce Development Program ("WDP") is a Los Angeles County and Service Employees International Union Local 660 joint labor/management education and training program. In accordance with the WDP Workplan and WDP Training Implementation Plan approved by the Board of Supervisors on September 25, 2001 and pursuant to State approval of the WDP Application Request for the Governor's 15% Workforce Investment Act (WIA) funds for incumbent workers (February 22, 2002), Contractor agrees to provide program staff, program support services, and office and instructional space for WDP. Specifically, the following will be provided:

- Personnel to assist and support the Department of Health Services in the planning, development, and implementation of training and educational programs funded under WDP. The duties of the staff to be provided by Contractor are described in Attachment A4-4 (Pages 1 - 7) to this Exhibit.
- Program support services for the Labor Management Training Board ("LMTB"), Advisory Committee, and WDP Staff, including travel, education, and consultant services. A more detailed description of these services and costs is provided in Attachment A4-4 (Pages 8 - 10) to this Exhibit.

- Office space for central WDP administrative staff as well as instructional space for WDP educational programs. Central administrative staff is comprised of both Contractor-employed and County-employed personnel. The office and instructional space to be provided by Contractor (through a contract between Contractor and SEIU Local 660) and value of such space are described in Exhibit B-4. Contractor shall bill County for services in accordance with the billing and payment provisions of Exhibit D-4.

Personnel:

WERC staff will work in partnership with DHS staff on all aspects of HCWDP planning and implementation, providing some similar and some unique functions, in a team environment.

Position	Duties & Tasks	Deliverables	Timeframe
Director (1)	<ul style="list-style-type: none"> Oversee the operation of HCWDP's central office and satellite offices Establish and oversee coordination of Project team work Recommend for hire HCWDP staff Supervise and evaluate HCWDP staff Supervise the identification of educational providers and evaluate their performance Ensure the timely submission of reports to the BOS, EDD, Waiver office, Labor/Management Training Board, WERC Board Ensure the timely submission of invoices Convene the Training and Advisory Boards Responsible for the establishment of WERC as an ongoing entity, by seeking additional funding sources to supplement Waiver funds Coordinate WERC's overall performance as Contractor to DHS Ensure WERC compliance with all required regulations, terms and conditions Participate in audits and monitoring of WERC performance 	<ul style="list-style-type: none"> Report to DHS and the WERC Board on activities and outcomes Convene Labor/Management Board meeting Convene Advisory Board meeting Complete hiring of up to 55 staff members, including DHS and WERC Establish all contracts and purchase orders with vendors Identify three new funding sources All required program and fiscal reports Manage the implementation of 13 training initiatives and provide ongoing reports as to numbers of participants 	<p>Monthly</p> <p>Quarterly Ongoing</p>
Senior Program Manager (1)	<ul style="list-style-type: none"> Supervise, and evaluate project personnel Coordinate activities with appropriate HCWDP and DHS staff to promote program development, interpret policies and assist in the solution of difficult problems Monitor WERC personnel and administrative functions Coordinate the recruitment of WERC staff Coordinate hiring of WERC staff Manage daily human relations functions for WERC staff 	<ul style="list-style-type: none"> Written report to WERC Executive Board and Executive Director 	Quarterly

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> Review, analyze, and provide recommendations on rules, regulations and policy issues Perform other complex tasks as assigned 		
Associate Director for Educational Development (1)	<ul style="list-style-type: none"> Supervise training teams Identify and evaluate potential training providers Evaluate curriculum and skill standards Oversee development of curriculum Provide guidance to training vendors Coordinate development and implementation of Coach/Tutor program Coordinate development and implementation of Adult Basic Education program Monitor the quality of training and educational programs Attend all team meetings Perform other complex duties as assigned. 	<ul style="list-style-type: none"> Report to Director re: Team activity/accomplishments Report to Executive Director re: Team activity/accomplishments Provide a written list of all approved training vendors and potential vendors Complete evaluation report on each training initiative 	<p>Weekly</p> <p>Quarterly</p> <p>Ongoing</p>
Program Coordinator (3)	<ul style="list-style-type: none"> Coordinates the work of one to three internal work teams. Coordinates program planning with the team. This involves long and short-term program planning, monitoring and tracking, as well as reporting on program project. Provides weekly reports to team members and supervisors and monthly reports for Project Teams and LMTB. Facilitates team meetings in order to meet program goals and timelines Tracks program tasks to completion in a timely manner Facilitates communication and joint planning with other work teams to further the goals of the program as a whole. Coordinates the selection, recruitment and retention of training program participants Participates with the team in the selection of vendors for HCWDP training and education programs. 	<ul style="list-style-type: none"> Provide written workplans for each team Coordinate the accomplishment of a targeted number of training outcomes Provide written reports to Associate Director for Educational Development. 	<p>Weekly</p> <p>Ongoing</p> <p>Weekly</p>

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> • Takes the lead in maintaining effective working relationships with contracted vendors. • Monitors, critiques, and makes necessary recommendations regarding HCWDP education and training programs, courses and instructors participating in programs. • Works with the appropriate Training Project Teams to ensure fulfillment of training objectives and requirements 		
Lead Instructor (3)	<ul style="list-style-type: none"> • Develops educational curriculum, including instructor manual, student handouts, exercises, tests, and audio visual materials, for customized system-wide training efforts such as Spanish for health care providers, basic computer literacy for health care providers, and adult basic education techniques and methods. • Produces educational materials • Researches, evaluates and recommends training methods for other instructors. Provides train-the-trainer sessions in how to use methods. • Mentors other instructors in teaching methods and curriculum development. • Meets with Labor/Management Project teams to review educational materials and curriculum. • Conducts classes - at least two 4-hour sessions two days per week (minimum 16 hours - up to 32 hours/week) • Assists with marketing of HCWDP courses 	<ul style="list-style-type: none"> • Comprehensive instructional program including completed curriculum – include ongoing revisions • Complete set of educational materials • Written report to Assoc. Dir. for Educational Programs regarding training outcomes and evaluations • Up-to-date student lists, notes and progress reports 	<p>Ongoing</p> <p>Monthly</p> <p>Ongoing</p>
Full-time Instructor (6)	<ul style="list-style-type: none"> • Conducts at least three, and up to four, 4-hour sessions two days per week • Monitors student performance • Attends all team meetings • Assists in curriculum development as needed • Assists with marketing of HCWDP courses • Assists with course and schedule planning • Other duties as assigned 	<ul style="list-style-type: none"> • Provide written report of students and notes about their progress • Report to the Associate Director for Educational Development documenting participation and performance in the classes 	<p>Ongoing</p> <p>Weekly</p>

Position	Duties & Tasks	Deliverables	Timeframe
Part-time Instructor (6)	<ul style="list-style-type: none"> Conducts two classes per week – 16 hours of instruction Monitors student participation Attends team meetings as requested Assists with marketing of HCWDP courses Assists with course and schedule planning Assists in curriculum development as requested Participates on Training Project Teams Communicates with participants about coaching and tutorial services Provides coaching and tutoring services for participants Identifies, orients and supports tutors and coaches selected to provide services to students Coordinates transportation services for participants Coordinates childcare services for participants Monitors coach and tutor performance Attends all relevant team meetings Other duties as assigned 	<ul style="list-style-type: none"> Provide written report of students and notes about their progress Report to the lead instructor 	Weekly
Coach/Tutor (4)	<ul style="list-style-type: none"> Participates on Training Project Teams Communicates with participants about coaching and tutorial services Provides coaching and tutoring services for participants Identifies, orients and supports tutors and coaches selected to provide services to students Coordinates transportation services for participants Coordinates childcare services for participants Monitors coach and tutor performance Attends all relevant team meetings Other duties as assigned 	<ul style="list-style-type: none"> Report to the Associate Director of Education Provide written report of students and log support activities: meetings, phone calls, etc. Maintain and provide list of tutors Maintain and provide schedules of tutorial sessions 	Weekly Ongoing
Portable Skills Assistant (1)	<ul style="list-style-type: none"> Provides assistance to the Portable Skills Team in the smooth implementation of programs Communicates with participants about Portable Skills services Coordinates logistics of Portable Skills courses for participants Attends all relevant team meetings Other duties as assigned 	<ul style="list-style-type: none"> Provide written report of students and log support activities: meetings, phone calls, etc. Maintain lists of classes and assignments Maintain schedules of internal and external Portable Skills training 	Weekly Ongoing
Program Analyst (1)	<ul style="list-style-type: none"> Analyzes training needs Identifies training requirements and potential vendors Identifies sources of funding Updates labor market information Oversees program evaluation 	<ul style="list-style-type: none"> Written reports on occupational and skill needs Written reports on potential vendors Written reports on labor market trends 	Weekly and monthly
Implementation Coordinator (3)	<ul style="list-style-type: none"> Coordinates and facilitates assigned Training Project Teams Communicates to facility-based staff about training 	<ul style="list-style-type: none"> Report to the Associate Director for Planning and Placement regarding the operation of assigned Project Teams 	Weekly Ongoing

Attachment A4 -4

Duties of WERC Personnel

6/1/2006

Page 4 of 10

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> opportunities Ensures proper selection and release process for each training initiative Works with facility-based managers to ensure smooth operation of training programs Secures locations and scheduling of training courses Monitors enrollment and paperwork for participants Attends all team meetings Assists with marketing of HCWDP courses Assists with course and schedule planning Other duties as assigned 		
Senior Training Support Clerk (1)	<ul style="list-style-type: none"> Manages applicant files Tracks applicants' compliance with complex college entrance requirements Fields high volume of applicant inquiries, requiring knowledge of complex programs and rules Processes orders for large quantities of training materials and books Assists with the training of new support staff Assists in monitoring the workload of support staff Coordinates transportation of training equipment and materials to training sites Ensures that central training sites have received proper materials for classes Coordinates with facility-based staff regarding onsite training sites Coordinates training site schedules Ensures secure storage of all training equipment and materials Other duties as assigned 	<ul style="list-style-type: none"> Report to the Senior Program Manager Provide written reports as requested 	Ongoing
Training Support Staff (2)	<ul style="list-style-type: none"> Coordinates transportation of training equipment and materials to training sites Ensure that central training sites have received proper materials for classes Coordinate with facility-based staff regarding onsite training sites 	<ul style="list-style-type: none"> Report to the Senior Program Manager Provide written reports as requested 	Ongoing

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> • Coordinate training site schedules • Ensure secure storage of all training equipment • Other duties as assigned 		
Program Support Clerk (1)	<ul style="list-style-type: none"> • Screen and refers calls • Perform clerical tasks • Reply to correspondence • Prepare inter-office notices and bulletins • Process invoices • Type all billing letters • File records after reconciliation • Maintain adequate levels of all office and duplication supplies • Oversee equipment and service needs at central office • Place calls for equipment service • Perform other duties as assigned 	<ul style="list-style-type: none"> • Report to the Senior Program Manager • Provide written reports as requested 	Ongoing
Data Systems Manager (1)	<ul style="list-style-type: none"> • Creates monitoring and tracking system for use by staff to update and query database for routine activities • Develops database functions to provide automated monthly reports to HCWDP coordinators regarding enrollment status, program participation and completion, and case notes. • Provides performance reports to funding agencies electronically • Analyzes database to create new performance measure reports • Creates templates for program bulletins • Maintains and updates website • Designs and maintains database in compliance with all regulations regarding participant eligibility and training/service status • Designs system for data collection and maintenance • Coordinates system design with DHS and CSS • Ensures that computer systems support the maintenance of data regarding training activities • Ensures that computer communications are functional 	<ul style="list-style-type: none"> • Report to Director and Senior Program Manager • Provide written reports as requested 	Weekly Ongoing

Position	Duties & Tasks	Deliverables	Timeframe
	<ul style="list-style-type: none"> to facilitate the transfer of data Supervises Data Systems Technician Performs other complex duties as assigned 		
Data Systems Technician (1)	<ul style="list-style-type: none"> Performs customized query reports for managers and staff Produces program bulletins and other documents Assists in daily system operations Works on special projects Runs pre-written programs and reports for monthly processing Runs requested labels and computer reports Performs other duties as assigned 	<ul style="list-style-type: none"> Report to Data Systems Coordinator 	Ongoing

Program and Staff Development Consultants:

Consultants selected to accomplish the following goals will participate in a competitive bidding process with requests for proposals containing scope of work and deliverables tied to compensation.

Program Development

Goals	Tasks & Deliverables	Time frame	Cost
Research and Recommend Best Practices/ Lessons Learned in Workforce Investment and Education Programs	<ul style="list-style-type: none"> Revise application/assessment instrument to be given to all workers entering HCWDP long-term educational programs; Research basic adult education training modules for low level learners; Revise HCWDP educational modules and bridge courses designed to prepare students for entrance into nursing or allied health care training programs. 	1 st Quarter 2 nd Quarter 3 rd quarter	\$ 20,000
Lead HCWDP staff in the development of customized contextualized curricula	<ul style="list-style-type: none"> Provide training for HCWDP instructors and other appropriate staff on designing contextualized curricula; Lead staff in the process of developing a completely redesigned curriculum; Lead staff in the process of evaluating and revising new curriculum. 	1 st – 4 th Quarters	\$ 20,000
Conduct an evaluation of HCWDP programs	<ul style="list-style-type: none"> Conduct a study of HCWDP training programs - including course selection, methodology, participant experience, and staffing - in order to assess their efficacy and impact for stakeholders; Produce a written report containing the results of the study, the methods used, an analysis of the data and recommendations for action; Make an oral presentation of the report and recommendations to the Labor/Management Training Board; Advise HCWDP regarding appropriate data collection and methods of analysis for current and future initiatives 	1 st – 4 th Quarters	\$ 40,000
Identify and conduct qualitative documentation of the outcomes of career path training	<ul style="list-style-type: none"> Using the digital storytelling model, identify participants and produce a qualitative evaluation of the outcomes of training programs 	1 st – 4 th Quarters	\$30,000

Research and Recommend Best Practices in Marketing workforce training programs	<ul style="list-style-type: none"> Develop and implement a plan to increase the visibility of the HCWDP and its programs among DHS employees 	1 st – 3 rd Quarters	\$10,000
Total			\$120,000

Staff Development

Goals	Tasks & Deliverables	Cost	
Improve the functioning and process of work teams	<ul style="list-style-type: none"> Conduct individual and group interviews with staff to determine barriers to efficient functioning of the work teams; Provide training and feedback to work teams based on interviews and known best practices; Make recommendations to teams and to management to improve the working efficiency of the organization. 	1 st – 4 th Quarters	\$20,000
Training and Professional Development	<ul style="list-style-type: none"> Computer and skills enhancement workshops as needed to enhance the skills of staff. Conduct organizational workshops as needed 	1 st – 4 th Quarters	\$ 5,000
Staff Retreat	<ul style="list-style-type: none"> Conduct individual and group interviews with staff to determine issues and that should be addressed during staff retreat; Develop exercises and program to address key concerns based on initial research and the priorities of the staff group planning the retreat Conduct a two-day retreat; Summarize the key issues and agreements coming out of the retreat 	2 nd Quarter	\$ 7,500
TOTAL			\$32,500

CENTRAL OFFICE AND INSTRUCTIONAL SPACE

1. Space: Contractor shall provide office and instructional space approximating 8,170 square feet for use by forty-one (41) central administrative staff of the Workforce Development Program ("WDP"). Such central administrative staff is comprised of Contractor-employed and County-employed personnel and the Director of WDP. Such space is identified as the second floor of 500 S. Virgil Street, in the City of Los Angeles. Contractor's lease for such space with SEIU Local 660, lessor, shall include specific authorization/acknowledgment by Local 660 that County-employed WDP personnel and Director of WDP may occupy and use such space for WDP purposes. County acknowledges that Contractor-employed staff shall also occupy such space. Contractor shall use a lease agreement form substantially similar to the County's Standard full service lease agreement form, incorporated herein by reference.

2. Consideration: The parties acknowledge that the monthly rental value for such space shall be based on One Dollar and Forty-three Cents (\$1.43) per rentable square foot, for a total monthly rental consideration of Eleven Thousand Six Hundred Eighty-Three Dollars and Ten Cents (\$11,683.10) per month.

3. Operational Space Responsibilities: Contractor shall provide such space on a full service gross basis. Contractor shall be responsible to perform or cause to be performed all repairs and maintenance, as necessary, to the interior and exterior of such space including landscaping, and shall provide all utilities (gas, electricity, water), security, parking, sewer services, trash removal, janitorial (including supplies), insurance and taxes, if any. County shall be responsible for costs related to cellular phone, fax and telephone usage.

Upon termination OR expiration of Agreement, Contractor shall have the right of first refusal to purchase property and furnishings at the central office at fair market value as determined by the County. Contractor shall cooperate with County when such furniture is tagged and inventoried by County staff. Contractor and Director shall inventory and document furnishings and equipment within sixty (60) calendar days following the effective date of this Agreement. Copies of this Equipment and Furniture Inventory, with any supplements thereto which may be added from time-to-time during the course of Agreement, shall be retained by each party for the duration of the Agreement.

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT PROGRAM
WORKER EDUCATION AND RESOURCE CENTER, INC. BUDGET
FISCAL YEAR 06-07 BUDGET

Exhibit C-4
Amendment No. 4

	FY 02/03 Budget	FY 03/04 Budget	FY 004/05 Budget	FY 05/06 Budget	FY 006/07 Budget
Personnel Costs - Staff Salaries and Benefits	\$ 1,289,115	\$ 1,860,165	\$ 2,199,046	\$ 2,331,592	\$ 2,478,873
Facilities & Communications:					
Tenant Improvements- Furniture		\$ 50,000	\$ 20,000	\$ 15,000	\$ 5,000
Space - Central Offices	\$ 124,800	\$ 124,800	\$ 124,800	\$ 140,197	\$ 140,197
Telecommunications	\$ 50,000	\$ 60,000	\$ 45,000	\$ 48,000	\$ 40,000
Consumable Supplies					
Office and Training Supplies	\$ 127,000	\$ 283,285	\$ 180,435	\$ 233,835	\$ 181,634
Travel and Mileage					
	\$ 226,542	\$ 57,180	\$ 67,996	\$ 57,180	\$ 41,000
Consultant					
Staff and Program Development	\$ 370,000	\$ 411,000	\$ 420,000	\$ 214,000	\$ 152,500
Coach/Tutor and Support Services		\$ 450,000	\$ 200,000	\$ 218,500	\$ 186,623
Total Direct Costs	\$ 2,187,457	\$ 3,296,430	\$ 3,257,277	\$ 3,258,304	\$ 3,225,826
Indirect Costs					
	\$ 232,041	\$ 334,830	\$ 395,828	\$ 419,687	\$ 446,197
Total	\$ 2,419,498	\$ 3,631,260	\$ 3,653,105	\$ 3,677,991	\$ 3,672,023

Notes:

- Under the assumption of \$1.43 per sq. ft at total 8170 sq. ft. of space
- Training supplies: books, manuals, training tapes, CDs, color flyers, etc.

Estimated Budget
Workforce Development Program
Fiscal Year 2006-2007
WERC
Administrative and Program FTEs

Budget FTEs	Comparable Co. Items	#		Positions	# FTE	# PTE	FY 2006-2007 Base Salary	I = G * D		K = I * 35%		M=K+I		S = M+K	
								Total salary	Empl. Benefits 35%	Total FTE S&EB	Program Cost	Annual FTE Program Cost	Annual FTE Total Costs		
Director- WDP		1	1	1	1		\$ 116,529	\$ 116,529	\$ 40,785	\$ 157,315	\$ 157,315	\$ 157,315	\$ 157,315		
Senior Program Mgr.	Sr. Staff Anal	1	1	1	1		\$ 82,876	\$ 82,876	\$ 29,007	\$ 111,883	\$ 111,883	\$ 111,883	\$ 111,883		
Associate Director of Education		1	1	1	1		\$ 84,460	\$ 84,460	\$ 29,561	\$ 114,021	\$ 114,021	\$ 114,021	\$ 114,021		
Data Systems Manager/IS Supervisor		1	1	1	1		\$ 68,624	\$ 68,624	\$ 24,018	\$ 92,642	\$ 92,642	\$ 92,642	\$ 92,642		
Program Coordinator		3	3	3	3		\$ 66,625	\$ 199,875	\$ 69,956	\$ 269,831	\$ 269,831	\$ 269,831	\$ 269,831		
Program Analyst		1	1	1	1		\$ 66,625	\$ 66,625	\$ 23,319	\$ 89,944	\$ 89,944	\$ 89,944	\$ 89,944		
Instructors- Leads		3	3	3	3		\$ 65,457	\$ 196,370	\$ 68,729	\$ 265,099	\$ 265,099	\$ 265,099	\$ 265,099		
Instructors - Language/Port. Skills/Computer/Academic Dev.		6	6	6	6		\$ 63,345	\$ 380,070	\$ 133,025	\$ 513,095	\$ 513,095	\$ 513,095	\$ 513,095		
Instructors- Part Time/ Casual				6	6		\$ 40,119	\$ 240,711		\$ 240,711	\$ 240,711	\$ 240,711	\$ 240,711		
Coach/Tutor		4	4	4	4		\$ 58,066	\$ 232,265	\$ 81,293	\$ 313,558	\$ 313,558	\$ 313,558	\$ 313,558		
Implementation Coordinator		3	3	3	3		\$ 58,066	\$ 174,199	\$ 60,970	\$ 235,168	\$ 235,168	\$ 235,168	\$ 235,168		
Portable Skills Assistant		1	1	1	1		\$ 52,788	\$ 52,788	\$ 18,476	\$ 71,263	\$ 71,263	\$ 71,263	\$ 71,263		
Data Systems Technician		1	1	1	1		\$ 47,509	\$ 47,509	\$ 16,628	\$ 64,137	\$ 64,137	\$ 64,137	\$ 64,137		
Sr. Training Support Staff	DS Aide	1	1	1	1		\$ 44,342	\$ 44,342	\$ 15,520	\$ 59,861	\$ 59,861	\$ 59,861	\$ 59,861		
Training Support Staff	Staff Asst II	2	2	2	2		\$ 38,007	\$ 76,014	\$ 26,605	\$ 102,619	\$ 102,619	\$ 102,619	\$ 102,619		
Program Support Clerk	Staff Asst I	1	1	1	1		\$ 38,007	\$ 38,007	\$ 13,302	\$ 51,309	\$ 51,309	\$ 51,309	\$ 51,309		
OTAL		36	30	6	6		\$ 991,444	\$ 2,101,263	\$ 651,193	\$ 2,752,456	\$ 2,752,456	\$ 2,752,456	\$ 2,752,456		
ESS: SALARY SAVINGS	10.00%							(210,126)	(65,119)	(275,246)	(440,393)	(275,246)	(275,246)		
NET TOTAL							\$ 1,891,136	\$ 1,891,136	\$ 586,074	\$ 2,477,210	\$ 2,312,063	\$ 2,477,210	\$ 2,477,210		
PERCENT OF TOTAL COSTS											100%	100%	100%		

Travel and Mileage
Travel costs include airfare, ground transportation, registration costs, per diem – at County rates.

Purpose	Activity	FY 05/06	Cost
Attend Relevant Conferences	<ul style="list-style-type: none"> Three staff to participate in the 3-day California Federation of Labor Workforce and Economic Development Programs Conference. This conference will focus on labor/management training collaborations in California, with a specific focus on those funded with WIA funds. Two staff for 3 days to the Workforce Alliance Conference. One staff for two days to the Federal Medication Conciliation Service National Labor-Management Conference in Chicago Three staff to attend seminar on best practices on coaching skills. 	4 th Quarter	\$ 4,000
		1 st Quarter	\$ 3,500
		1 st Quarter	\$ 2,000
		4 th Quarter	\$ 2,500
Travel to visit other WDP programs of special interest	Travel costs for staff members to participate in staff exchange programs and to visit other WDP programs of special interest. Staff will study implementation of model programs: curriculum development, academic readiness programs, coaching and tutoring services, etc.	1 st – 4 th Quarter	\$ 5,000
Travel to Sacramento and San Francisco	Meetings with State staff and officials as necessary.	TBD	\$ 2,000
Mileage	<ul style="list-style-type: none"> Mileage for 18 staff @ 200 miles/month @ \$.41/mile Mileage for 7 staff @ 100 miles/month @ \$.41/mile Mileage for 5 staff @ 20 miles/month @ \$.41 		\$22,000
TOTAL			\$41,000

BILLING AND PAYMENT

1. Monthly Billings: Prior to the first of each calendar month, Contractor shall submit an invoice to County for the monthly rental value of WDP central office and instructional space. County shall pay Contractor upon receipt of billing.

Within ten (10) days following the close of each calendar month (or as may be modified by County) Contractor shall provide County with an invoice itemizing its actual expenditures according to the direct cost categories listed in Exhibit C-4. Indirect costs shall be billed monthly at 1/12 of the amount budgeted in Exhibit C-4. Following receipt of a complete and accurate invoice, County shall pay Contractor within a reasonable period of time. In no event shall County payments to Contractor hereunder for FY 2006-07 services exceed County's maximum obligation as set forth in Paragraph 6 in the body of the Agreement, or as modified in accordance with Paragraph 7 of Agreement.

All billings shall be submitted within the timeframe and in accordance with the format prescribed by County to comply with the invoicing requirements of the funding source(s).

2. Prior Approval of Travel: Contractor shall obtain written approval of Director for any travel expenses prior to such expenses being incurred.

3. No later than March 31, 2007, Contractor shall submit a report showing its actual costs incurred to date. Following reconciliation of such actual costs by County against any payments that County may have already made (including any payments made in FY 2001-02 for start-up operational costs), if an overpayment occurred, County shall offset such overpayment against future County payments due Contractor. Unless extended by County, Contractor shall reimburse County any amount paid by County in excess of Contractor's actual expenditures, no later than July 15, 2007.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)